

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

UNITED STATES OF AMERICA,

PLAINTIFF,

v.

**ONE PARCEL OF PROPERTY
LOCATED AT 1554 SHADY TRAIL,
WETUMPKA, ELMORE COUNTY
ALABAMA, WITH ALL
APPURTENANCES AND
IMPROVEMENTS THEREON**

DEFENDANT.

No. 2:05- CV-1067-CSC

VERIFIED CLAIM

**STATEMENT OF INTEREST OR RIGHT BY
BILLY WARREN JARRETT, SR., AND JOANN JARRETT**

Claimants Billy Warren Jarrett, Sr. and Joann Jarrett hereby respond to the verified complaint for forfeiture in rem in accordance with the means set forth in Title 18 U.S.C. § 983(a)(4)(a) to state their interest in the real property subject to forfeiture action, commonly known as 1554 Shady Trails, Wetumpka, Elmore County, Alabama, with all appurtenances and improvements thereon and state as follows:

1. Billy Warren Jarrett, Sr., and Joann Jarrett are residents of Elmore County, Alabama, and are joint owners of the real property subject to the above styled forfeiture action, said property referenced as styled above (hereinafter referred to as "the real property") Billy Warren Jarrett, Sr. and Joann Jarrett reside on a portion of the real property, and rent a house which sits on another portion of the real property to their son Billy Warren

Jarrett, Jr. and his wife Carol Jarrett.

2. At no time, prior to their son's arrest in 2004, did Billy Warren Jarrett, Sr. or Joann Jarrett have any knowledge of the alleged illegal or improper use of the real property, including the growing of marijuana plants at the house, as well as the sale of illegal substances, from within the house that gave rise to the above styled forfeiture.
3. As such, the interest in the real property of Billy Warren Jarrett, Sr. and Joann Jarrett should not be subject to the forfeiture because Billy Warren Jarrett, Sr. and Joann Jarrett are "innocent owners" as defined by Title 18 U.S.C. §983(d)(2)(A), and as such respectfully request that this Court protect their ownership of the real property.
4. Filed contemporaneously herewith and incorporated into this verified claim are affidavits submitted by Billy Warren Jarrett, Sr. and Joann Jarrett.

Under penalties of perjury, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Billy Warren Jarrett Sr.
Billy Warren Jarrett, Sr.

Joann Jarrett
Joann Jarrett

On this the 3rd day of April, 2006, before me, the undersigned, a Notary Public in and for the State of Alabama at Large, personally appeared Billy Warren Jarrett, Sr. and Joann Jarrett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to this Verified Claim and Statement of Interest or Right.

WITNESS my hand and official seal.

Mary Frank Brown
MARY FRANK BROWN
NOTARY PUBLIC
My Commission Expires: August 23, 2009

[SEAL]

RESPECTFULLY SUBMITTED, this 3rd day of April, 2006.

/s F. Tim McCollum
Of Counsel for Respondents
Billy Warren Jarrett, Sr. and
Joann Jarrett
Bar No.: ASB-9980-C61F
McCollum & Brown, LLC
400 South Union Street
Suite 135
Montgomery, AL 36104
334.264.8401
334.834.4210 Facsimile
Email:tmccollum@mindspring.com

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of April, 2006, I electronically filed the foregoing with the clerk of court using the CM/ECF which will send notification of such filing to the following: John T. Harmon, Esquire, and Richard K. Keith, Esquire

/s F. Tim McCollum
Of Counsel for Respondents
Billy Warren Jarrett, Sr, and
Joann Jarrett
Bar No.: ASB-9980-C61F
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**ONE PARCEL OF PROPERTY
LOCATED AT 1554 SHADY TRAIL,
WETUMPKA, ELMORE COUNTY
ALABAMA, WITH ALL
APPURTENANCES AND
IMPROVEMENTS THEREON**

DEFENDANT.

AFFIDAVIT OF BILLY WARREN JARRETT, SR.

I, Billy Warren Jarrett, Sr., a resident of Elmore County, Alabama, being over the age of 19 testify as follows to facts personally known to me.

1. I, with my wife, jointly own the real property commonly known as styled above, and have owned such real property since 1967. My wife and I currently reside at 1642 Shady Trails, Wetumpka, Alabama, 36092. We have lived there since 1967.
2. I, with my wife purchased title to a portion of said real property by warranty deed from Elmer B. Jarrett, my father, executed on July 8, 1967, recorded at Book 175, Page 475 in the real property records of Elmore County, Alabama. A copy of the deed conveying title to the real property to me jointly with my wife is attached hereto as Exhibit "1" to this affidavit. This deed conveyed title to real property on which the house my wife and I currently reside in is situated. The January 13, 1981 transaction

recorded at Card 017332 in the real property records of Elmore County, Alabama, conveyed additional portions of the real property at issue to my wife and me jointly, from Elmer B. Jarrett, a copy of which is attached hereto as Exhibit "2".

3. I, with my wife, allow Billy Warren Jarrett, Jr. to rent the house located at 1554 Shady Trail, which sits on a very small portion of the property we own; although the property on which the house is situated has never been subdivided or platted. There has never been a lease document executed. However, from approximately July 1996 to present, monthly payments for rent have accrued at the rate of \$249.00 per month. This tenancy is on a month to month basis.
 4. Neither I, nor my wife, commenced eviction proceedings against my son immediately. However, once learning of the guilty pleas entered by Billy Warren Jarrett, Jr. and Carol Jarrett admitting that illegal drug activity had taken place on the leased premises, I with my wife began eviction proceedings against them. I am doing everything within my power to stop any illegal activity from ever occurring on my property in the future. Attached hereto and made a part of this affidavit is Exhibit "3" an eviction notice sent to Billy Warren Jarrett, Jr., and his wife Carol Jarrett initiating eviction proceedings against them.
 5. Further, it is my understanding that some question exists as to the amount of vesting, if any that exists in the real property to my son, Billy Warren Jarrett, Jr. My wife and I intended to construct a dwelling, and at no time
-

did we intend to, nor take steps to grant, convey, sell or otherwise transfer any portion of the property. I, along with my wife, have owned a construction company for many years. In 1996, I, along with my wife secured a loan to construct the house which is located at 1554 Shady Trails. The loan taken out from Elmore County Bank, attached hereto as Exhibit "4" to this affidavit, was to finish the construction project. Prior to our taking out the loan, our son, Billy Warren Jarrett, Jr. completed a limited amount of site preparation work, which consisted of laying the foundation and erecting a portion of the framing. However, he was unable physically nor financially or both to complete the project. I, along with my wife have paid the taxes and maintained ownership over the entire real property the entire time of Billy Warren Jarrett Jr.s' and Carol Jarrett's occupancy of the leased premises.

6. In the year 2000, I was diagnosed with Alzheimer's disease and have been taking medication for same. After more than 40 years owning and operating a successful construction company, I have been incapable of work. and instructed not to work by my physician. I currently receive Social Security Disability. My wife works outside the home.
7. I do not have any independent recollection of my son's past arrests. I was unaware of my son's past drug activities. If I was ever made aware of his drug activities, I do not have any recollection of having been made aware.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Further, Affiant saith not.

Billy Warren Jarrett Sr.
Billy Warren Jarrett, Sr.

On this the 3rd day of April, 2006, before me, the undersigned, a Notary Public in and for the State of Alabama at Large, personally appeared Billy Warren Jarrett, Sr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Affidavit

WITNESS my hand and official seal.

Mary Frank Brown
MARY FRANK BROWN
NOTARY PUBLIC
My Commission Expires August 23, 2009

[SEAL]

ALABAMA FORM
Warranty Deed Jointly For Life With Remainder to Survivor

BOOK 175 PAGE 475

The Wetumpka Herald

The State of Alabama
ELMORE COUNTY

KNOW ALL MEN BY THESE PRESENTS

That in consideration of Ten and no/100 (\$10.00)----- DOLLARS
and other valuable consideration
to the undersigned grantor Elmer B. Jarrett and Lula B. Jarrett, husband and wife
in hand paid by Billy Warren Jarrett and Joann Jarrett
the receipt whereof is acknowledged we the said Elmer B. Jarrett and Lula B. Jarrett,
husband and wife
do grant, bargain, sell and convey unto the said Billy Warren Jarrett and Joann Jarrett

for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in the County of Elmore, State of Alabama, to-wit:

Begin at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of Section 33, Township 20 North, Range 19 East, on the East side of a county gravel road, thence North 86 deg. 30 min. East 469.15 feet, thence South 1 deg. 30 min. East 178 feet, thence North 87 deg. 19 min. West 471 feet to the East side of said county gravel road, thence North 1 deg. 30 min. West along the East side of said road 127 feet to the point of beginning. Said parcel of land lies in the South Half of the Northeast Quarter of Section 33, Township 20 North, Range 19 East, and contains 1.64 acres, more or less.

The above description is taken from a survey prepared by P. J. Jennings, Registered Land Surveyor No. 1593, dated July 1, 1967.

This deed is given for the purpose of correcting an error in the description in that certain deed executed by the grantors herein to the grantees herein dated April 27, 1967, and recorded in the Office of the Judge of Probate of Elmore County, Alabama, in Deed Book R-174, page 347.

TO HAVE AND TO HOLD, the aforegranted premises to the said

Billy Warren Jarrett and Joann Jarrett share and share alike, during their joint lives, with full power and authority in them jointly, to mortgage, sell or convey said property and pass a fee simple title thereto; but if not theretofore disposed of, then upon the death of either, a fee simple title thereto shall vest in the survivor, his or her heirs and assigns, FOREVER.

And we do, for ourselves and for OUR heirs, executors and administrators, covenant with the said Billy Warren Jarrett and Joann Jarrett

and the survivor of them, the heirs and assigns of said survivor, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that we have a good right to sell and convey the same as aforesaid; that we will, and OUR heirs, executors and administrators shall warrant and defend the same to the said Billy Warren Jarrett and Joann Jarrett, and the survivor of them, as hereinabove provided, and the heirs and assigns of said survivor, forever, against the lawful claims of all persons.

In Witness Whereof, we have hereunto set OUR hand and seal, this 8th day of July, 1967.

WITNESSES:

Elmer B. Jarrett (Seal) ✓
Lula B. Jarrett (Seal) ✓
(Seal)
(Seal)

EXHIBIT

1

02/10/2006 00:53 3343864017

CAFFOD CREDIT DEPT

PAGE 15

HOWARD DUNN AND HOWARD
ATTORNEYS AT LAW
102 W. SOUTH HOUNDY ST.
BETUSKE, ALA. 36002

This instrument prepared by 102 W. SOUTH HOUNDARY ST.
(Name) NETELICK, ALA. 36002
(Address)
Refer to

WARRANTY DIED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR
THE STATE OF ALABAMA,
ELMORE COUNTY.

KNOW ALL MEN BY THESE PRESENTS that I, WILLIAM H. BAKER,
do hereby certify that the sum of One Hundred and No/100 (\$100.00)
has been paid by me to the undersigned GRANTEE or GRANTEES as full payment for the GRANTING herein, the receipt whereof is
Elinor H. Baker, a single man.

DeWitt returned to his QUARTYMASTER, do hereby GRANT, WARRANT, SELL and CONVEY unto Billy W. Jarrett and JORAN Jarrett (herein referred to as QUARTYMASTER) and certain their heirs and assigns the death of either of them, then to the survivor of them in his lifetime, together with every contingent remainder and right of reversion, the following described real estate, situated in the County of Elmore and the State of Alabama, to-wit:

All that part of the following described property which lies east of the county paved road: The south half of the NE 1/4 and the NE 1/4 of the SE 1/4 of Sec. 33, T. 20, R. 19, containing 120 acres, more or less.

LESS AND EXCEPT these certain parcels heretofore conveyed to George W. Blankenship, Jr. and wife, Ella Frances Blankenship; Billy Warren Jarrett and wife, Joan Jarrett, and Dan P. Jarrett and wife, Joyce Jarrett, more particularly described in Dead Rec. Book 168 page 467, dead Rec. Book 175, page 475, Dead Rec. Book 189, page 137, and on Dead Cards Numbers 427 and 8223, respectively, Probate Office, Elmore County, Alabama.

The grantor reserves a life estate in the house and one acre of land surrounding the same for his lifetime and the lifetime of any wife which he may have, provided she does not remarry after his death.

FILED IN PROBATE OFFICE
BLOOMINGDALE COUNTY, AL.
J.W. ENSLEY, CLERK

JAN 15 AM 9 28

CARD

017332

TO HAVE AND TO HOLD to the said CHARITABLE for and during their joint lives and upon the death of either of them, then to the survivor of them in his single, and to their heirs and assigns of each survivor forever, together with every contingent remainder and right of reversion.

[illegible]

When written and sworn by _____, I have hereby set _____ day of _____, 19____.

January 11 *X Edward P. Gurnea* /

WEEK 10000

THE STATE OF ALABAMA,
ELMORE COUNTY.

2. Karen Jennings _____ A Notary Public is used for said STATE OF TEXAS
 before me this _____ Elmer S. Jaggott, a single man. _____

[illegible]

that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same was made.

City of New York
2013

THE NEW YORK TIMES

EXHIBIT

2

McCollum & Brown, LLC
400 South Union Street
Suite 135
Montgomery, AL 36102-1510
(334) 834-4078

COPY

April 1, 2006

Mr. Billy Warren Jarrett, Jr.
1554 Shady Trails
Wetumpka, AL 36092

VIA CERTIFIED MAIL 71555474410038422615
RETURN RECEIPT REQUESTED

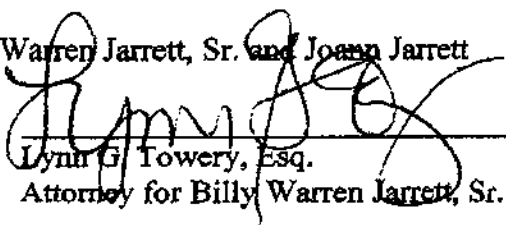
RE: Billy Warren Jarrett, Jr., "Tenant"
In the house and related property located at 1554 Shady Trls, Wetumpka, AL 36092

Dear Mr. Jarrett:

YOU ARE HEREBY NOTIFIED that in consequence of illegal activities committed on the premises now occupied by you, being 1554 Shady Trails, Wetumpka, Alabama 36092, your right to occupy as a tenant is hereby TERMINATED. You are hereby notified TO VACATE THE PREMISES WITHIN 10 DAYS of the date of receipt of this letter.

Dated this the 1st day of April, 2006.

Billy Warren Jarrett, Sr. and Joann Jarrett

BY:  _____
Lynn G. Towery, Esq.

Attorney for Billy Warren Jarrett, Sr. and Joann Jarrett

I hereby testify that I, Lynn G. Towery, Esq., as attorney for Billy Warren Jarrett, Sr. and Joann Jarrett have given notice to the above named tenant by United States Postal Service Certified Mail, Return Receipt Requested, Restricted Delivery, postage pre-paid.

EXHIBIT
3A

McCollum & Brown, LLC
400 South Union Street
Suite 135
Montgomery, AL 36102-1510
(334) 834-4078

CCPY

April 1, 2006

Carol Jarrett
1554 Shady Trails
Wetumpka, AL 36092

CERTIFIED MAIL 71555474410038422622
RETURN RECEIPT REQUESTED

RE: Carol Jarrett, "Tenant"
In the house and related property located at 1554 Shady Trls. Wetumpka, AL 36092

Dear Ms. Jarrett:

YOU ARE HEREBY NOTIFIED that in consequence of illegal activities committed on the premises now occupied by you, being 1554 Shady Trails, Wetumpka, Alabama 36092, your right to occupy as a tenant is hereby TERMINATED. You are hereby notified TO VACATE THE PREMISES WITHIN 10 DAYS of the date of receipt of this letter.

Dated this the 1st day of April, 2006.

Billy Warren Jarrett, Sr. and Joann Jarrett

BY: 
Lynn G. Towery, Esq.
Attorney for Billy Warren Jarrett, Sr. and Joann Jarrett

I hereby testify that I, Lynn G. Towery, Esq., as attorney for Billy Warren Jarrett, Sr. and Joann Jarrett have given notice to the above named Tenant by United States Postal Service Certified Mail, Return Receipt Requested, Restricted Delivery, postage pre-paid.

EXHIBIT
3B

ELMORE COUNTY BANK
P.O. BOX 727
WETUMPKA, AL. 36092

LENDER'S NAME AND ADDRESS
"You" means the Lender, its successors and assigns.

BILLY W. JARRETT
1642 SHADY TRAIL
WETUMPKA, AL. 36092

BORROWER'S NAME AND ADDRESS
"I" includes each Borrower above, jointly and severally.

Loan Number
Date June 21, 1996
Maturity Date July 1, 2003
Loan Amount \$ 15025.00
Renewal Of

TERMS FOLLOWING A ☐ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of:

FIFTEEN THOUSAND TWENTY FIVE AND 00/100 Dollars \$ 15025.00

plus interest from June 21, 1996 at the rate of 8.75 % per year until Maturity

ADDITIONAL FINANCE CHARGES - ☒ I agree to pay a refundable interest surcharge fee of \$ 25.00 ☐ I agree to pay a processing fee of \$ n.a.

The processing fee is ☐ refundable. ☐ nonrefundable. Fees will be ☐ paid in cash. ☐ paid pro rata over the term of the loan. ☒ withheld from the proceeds. (Fees withheld from the proceeds are included in the principal sum.)

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due:

Principal due:

(b) ☒ This note has 84 payments. The first payment will be in the amount of \$ 240.42 and will be due August 1, 1996

A payment of \$ 240.42 will be due on the 1st day of each Month thereafter

The final payment of the entire unpaid balance of principal and interest will be due July 1, 2003

☐ MINIMUM INTEREST CHARGE - I agree to pay a minimum interest charge of \$ n.a. if I pay this loan off before you have earned that much in interest.

☒ POST-MATURITY INTEREST - Interest will accrue at the rate of 8.75 % per year on the balance of this note not paid at maturity, including maturity acceleration.

☒ LATE CHARGE - I agree to pay a late charge on the portion of any payment made more than 10 days after it is due equal to 5% of the scheduled payment, but not less than \$.50 & not more than \$100.00.

INTEREST - Interest accrues on a ACTUAL 365 basis
THE PURPOSE OF THIS LOAN IS - INVESTMENT IN RENTAL HOUSE

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan ☐ is ☒ is not further secured.

(a) ☐ This loan is secured by

(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

This Property will be used for _____ purposes

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed.
8.80 %	\$ 5195.28	\$ 15000.00	\$ 20195.28	<input checked="" type="checkbox"/> YES - I want an itemization.
My Payment Schedule will be:				<input type="checkbox"/> NO - I do not want an itemization.
Number of Payments	Amount of Payments	When Payments Are Due		
84	\$ 240.42	Monthly beginning on August 1, 1996		
				"e" means an estimate.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life	n.a.	
Credit Disability	n.a.	
Joint Credit Life		

☐ do ☐ do not want credit life insurance.
☐ do ☐ do not want credit disability insurance.
☐ do ☐ do not want joint credit life insurance.
☐ do ☐ do not want _____ insurance.

X DOB

X DOB

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you or may provide it through an existing policy. If I get the insurance from or

through you I will pay \$ _____ for _____ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you or may provide it through an existing policy. If I get the

insurance from or through you I will pay \$ n.a. for _____ of coverage.

(Optional)
Signed _____ For Lender (SEAL)
Title _____

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY	\$ 15000.00
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$ n.a.
INTEREST SURCHARGE	\$ 25.00
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	\$ n.a.
to Public Officials	\$ n.a.
	\$ n.a.
	\$ n.a.
	\$ n.a.
(less) PREPAID FINANCE CHARGE(S)	\$ 25.00

Amount Financed \$ 15000.00

(Add all items financed and subtract prepaid finance charges.)

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal this 21st day of June 96. By doing so I agree to the terms of this note and security agreement (including those on page 2) and acknowledge receipt of at least one copy on today's date.

COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.
CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature Billy W. Jarrett (SEAL)
BILLY W. JARRETT

Signature _____

WWJ/BWW

EXHIBIT

4

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

UNITED STATES OF AMERICA,)	
)	
PLAINTIFF,)	
)	
v.)	No. 2:05- CV-1067-CSC
)	
ONE PARCEL OF PROPERTY)	
LOCATED AT 1554 SHADY TRAIL,)	
WETUMPKA, ELMORE COUNTY)	
ALABAMA, WITH ALL)	
APPURTENANCES AND)	
IMPROVEMENTS THEREON)	
)	
DEFENDANT.)	

AFFIDAVIT OF JOANN JARRETT

I, Joann Jarrett., a resident of Elmore County, Alabama, being over the age of 19 testify as follows to facts personally known to me.

1. I, with my husband, jointly own the real property commonly known as styled above, and have owned such real property since 1967. My husband and I currently reside at 1642 Shady Trails, Wetumpka, Alabama, 36092. We have lived there since 1967.
2. I, with my husband purchased a portion of said real property by warranty deed from Elmer B. Jarrett, my husband's father, executed on July 8, 1967, recorded at Book 175, Page 475 in the real property records of Elmore County, Alabama. A copy of the deed conveying title to the real property to me jointly with my husband is attached hereto as Exhibit "1" to this affidavit. This deed conveyed title to real property on which the

house in which my husband and I reside is situated, and on which the house we have rented to our son, Billy Warren Jarrett, Jr and his wife Carol Jarrett is situated. The January 13, 1981 transaction recorded at Card 017332 in the real property records of Elmore County, Alabama, conveyed additional portions of the real property at issue to my husband and me jointly, from Elmer B. Jarrett, which is attached hereto as Exhibit "2".

3. I, with my husband, allow Billy Warren Jarrett, Jr. to rent the house located at 1554 Shady Trails, which sits on a very small portion of the property we own. There has never been a lease document executed. However, from approximately July 1996 to present, monthly payments for rent have accrued at the rate of \$249.00 per month. This tenancy is on a month to month basis.
4. I was aware of my son's prior drug offense occurring in 2001.
5. It is also my understanding that the arrest in 2001 led to a 3 year probation period, during which he passed the required drug tests and completed the requirements of the probation to the Judge's and probation officer's satisfaction. Having done everything required of him, I, along with my husband, allowed Billy Warren Jarrett, Jr., our son, and his wife, Carol Jarrett to continue to rent the house.
6. In advance of Billy Warren Jarrett Jr.'s arrest in 2004 giving rise to the above styled forfeiture action, I had no notice of any drug related activity, including growing marijuana plants and possession or selling illegal

narcotics taking place on the property, or the real property being used or intended to be used in any manner or part to commit or to facilitate the commission of illegal drug activity, including any violation of Title 21 U.S.C §841 et seq.,

7. Neither I, nor my husband, commenced eviction proceedings against my son immediately. However, once learning of the guilty pleas entered by Billy Warren Jarrett, Jr. and Carol Jarrett admitting that illegal drug activity had taken place on the leased premises, I with my husband began eviction proceedings against them. I am doing everything within my power to stop any illegal activity from ever occurring on my property in the future. Attached hereto and made a part of this affidavit is Exhibit "3" an eviction notice sent to Billy Warren Jarrett, Jr., and his wife Carol Jarrett initiating eviction proceedings against them.
8. Further, it is my understanding that some question exists as to the amount of vesting, if any that exists in the real property to my son, Billy Warren Jarrett, Jr. My husband and I intended to construct a dwelling, and at no time did we intend to, nor take steps to grant, convey, sell or otherwise transfer any portion of the property. I, along with my husband, have owned a construction company for many years. In 1996, I, along with my husband secured a loan to construct the house which is located at 1554 Shady Trails. The loan taken out from Elmore County Bank, attached hereto as Exhibit "4" to this affidavit, was to finish the construction project. Prior to our taking out the loan, our son, Billy Warren Jarrett, Jr.

completed a limited amount of site preparation work, which consisted of laying the foundation and erecting a portion of the framing. However, he was unable physically nor financially or both to complete the project. I, along with my husband have paid the taxes and maintained ownership over the entire real property the entire time of Billy Warren Jarrett Jr.s' and Carol Jarrett's occupancy of the leased premises.

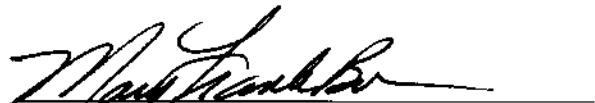
Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Further, Affiant saith not.


Joann Jarrett

On this the 3rd day of April, 2006, before me, the undersigned, a Notary Public in and for the State of Alabama at Large, personally appeared Joann Jarrett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Affidavit.

WITNESS my hand and official seal.


MARY FRANK BROWN
NOTARY PUBLIC
My Commission Expires August 23, 2009

[SEAL]

ALABAMA FORM
Warranty Deed Jointly For Life With Remainder to Survivor

BOOK 175 PAGE 475

The Wetumpka Herald

The State of Alabama
ELMORE COUNTY

KNOW ALL MEN BY THESE PRESENTS

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and other valuable consideration
to the undersigned grantor Elmer B. Jarrett and Lula B. Jarrett, husband and wife
in hand paid by Billy Warren Jarrett and Joann Jarrett
the receipt whereof is acknowledged we the said Elmer B. Jarrett and Lula B. Jarrett,
husband and wife
do grant, bargain, sell and convey unto the said Billy Warren Jarrett and Joann Jarrett

for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in the County of Elmore, State of Alabama, to-wit:

Begin at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of Section 33, Township 20 North, Range 19 East, on the East side of a county gravel road, thence North 86 deg. 30 min. East 469.15 feet, thence South 1 deg. 30 min. East 178 feet, thence North 87 deg. 19 min. West 471 feet to the East side of said county gravel road, thence North 1 deg. 30 min. West along the East side of said road 127 feet to the point of beginning. Said parcel of land lies in the South Half of the Northeast Quarter of Section 33, Township 20 North, Range 19 East, and contains 1.64 acres, more or less.

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This deed is given for the purpose of correcting an error in the description in that certain deed executed by the grantors herein to the grantees herein dated April 27, 1967, and recorded in the Office of the Judge of Probate of Elmore County, Alabama, in Deed Book R-174, page 347.

TO HAVE AND TO HOLD, the aforegranted premises to the said

Billy Warren Jarrett and Joann Jarrett share and share alike, during their joint lives, with full power and authority in them jointly, to mortgage, sell or convey said property and pass a fee simple title thereto; but if not theretofore disposed of, then upon the death of either, a fee simple title thereto shall vest in the survivor, his or her heirs and assigns, FOREVER.

And we do, for ourselves and for OUR heirs, executors and administrators, covenant with the said Billy Warren Jarrett and Joann Jarrett

and the survivor of them, the heirs and assigns of said survivor, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that we have a good right to sell and convey the same as aforesaid; that we will, and OUR heirs, executors and administrators shall warrant and defend the same to the said Billy Warren Jarrett and Joann Jarrett, and the survivor of them, as hereinabove provided, and the heirs and assigns of said survivor, forever, against the lawful claims of all persons.

In Witness Whereof, we have hereunto set OUR hand and seal, this 8th day of July, 1967.

WITNESSES:

Elmer B. Jarrett (Seal) ✓
Lula B. Jarrett (Seal) ✓
(Seal)
(Seal)

EXHIBIT

1

02/10/2006 02:53 3343854017

CAFFCO CREDIT DEPT

PAGE 15

HOWARD EDNN AND HOWARD
ATTORNEYS AT LAW
This instrument prepared by 122 W. SOUTH MOUNTAIN ST.
BETHLEHEM, ALA. 36002
(Address)
(Address)
Refer to

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR
THE STATE OF ALABAMA,
ELMORE COUNTY,

KNOW ALL MEN BY THESE PRESENTS that in consideration of
One hundred and No/100 (\$100.00) and
and other valuable considerations to the undersigned GRANTOR or GRANTORS is here made by the GRANTORS herein, the receipt whereof is
acknowledged by, ELMER H. JARRETT, a single man.

Grantee referred to as GRANTOR(s), do hereby GRANT, WARRANT, SELL and CONVEY with
Sally W. Jarrett and JORDAN JARRETT
(Grantee referred to as GRANTOR(s)) and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple
(Grantee referred to as GRANTOR(s)) and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple
(Grantee referred to as GRANTOR(s)) and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple

All that part of the following described property which lies east
of the county paved road: The South half of the NE 1/4
and the NE 1/4 of the SE 1/4 of Sec. 33, T. 20, R. 19, containing
120 acres, more or less.

LESS AND EXCEPT these certain parcels heretofore conveyed to
George W. Blankenship, Jr. and wife, Ella Frances Blankenship;
Willy Warren Jarrett and wife, Joan Jarrett, and Dan P. Jarrett
and wife, Joyce Jarrett, more particularly described in Deed
Rec. Book 168 page 467, Deed Rec. Book 175, page 475, Deed Rec.
Book 189, page 137, and on Deed Cards Numbers 427 and 8233,
respectively, Probate Office, Elmore County, Alabama.

The grantor reserves a life estate in the homestead and one
acre of land surrounding the same for his lifetime and the
lifetime of any wife which he may have, provided she does
not remarry after his death.

84 acres

CARD

017332

FILED IN PROBATE OFFICE
ELMORE COUNTY, ALA.
JAN 15 AM 9:28

TO HAVE AND TO HOLD to the said GRANTOR(s) for and during their joint lives and upon the death of either of them, then to the survivor
of them in fee simple, and to their heirs and assigns of both survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators (ourselves) with the said GRANTOR(s) their heirs
and assigns, that I (we) are lawfully seized in fee simple of said premises that they are free from all encumbrances, unless otherwise noted
above that I (we) have a good right to sell and convey the same or otherwise that I (we) - do and my (our) heirs, executors, and administrators
shall warrant and defend the same to the said GRANTOR(s) their heirs and assigns forever, against the lawful claims of all persons.

In WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day of
January, 1901.
WITNESSES

THE STATE OF ALABAMA,
ELMORE COUNTY,

I, Robert Jarrett, a Notary Public in and for said State of Alabama,
do hereby certify that ELMER H. JARRETT, a single man

whose name is subscribed to the foregoing conveyance, and who is known to me as the grantor, is a single man, and that he is the owner of the premises therein conveyed, and that he is the owner of the premises therein conveyed, and that he is the owner of the premises therein conveyed.

Given under my hand and official seal this 15th day of January, 1901.
Robert Jarrett
Notary Public.

EXHIBIT

2

McCollum & Brown, LLC
400 South Union Street
Suite 135
Montgomery, AL 36102-1510
(334) 834-4078

COPY

April 1, 2006

Mr. Billy Warren Jarrett, Jr.
1554 Shady Trails
Wetumpka, AL 36092

VIA CERTIFIED MAIL 71555474410038422615
RETURN RECEIPT REQUESTED

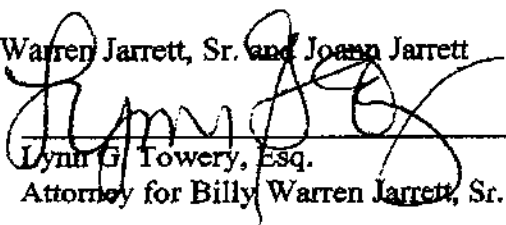
RE: Billy Warren Jarrett, Jr., "Tenant"
In the house and related property located at 1554 Shady Trls, Wetumpka, AL 36092

Dear Mr. Jarrett:

YOU ARE HEREBY NOTIFIED that in consequence of illegal activities committed on the premises now occupied by you, being 1554 Shady Trails, Wetumpka, Alabama 36092, your right to occupy as a tenant is hereby TERMINATED. You are hereby notified TO VACATE THE PREMISES WITHIN 10 DAYS of the date of receipt of this letter.

Dated this the 1st day of April, 2006.

Billy Warren Jarrett, Sr. and Joann Jarrett

BY:  _____
Lynn G. Towery, Esq.

Attorney for Billy Warren Jarrett, Sr. and Joann Jarrett

I hereby testify that I, Lynn G. Towery, Esq., as attorney for Billy Warren Jarrett, Sr. and Joann Jarrett have given notice to the above named tenant by United States Postal Service Certified Mail, Return Receipt Requested, Restricted Delivery, postage pre-paid.

EXHIBIT
3A

McCollum & Brown, LLC
400 South Union Street
Suite 135
Montgomery, AL 36102-1510
(334) 834-4078

CCPY

April 1, 2006

Carol Jarrett
1554 Shady Trails
Wetumpka, AL 36092

CERTIFIED MAIL 71555474410038422622
RETURN RECEIPT REQUESTED

RE: Carol Jarrett, "Tenant"
In the house and related property located at 1554 Shady Trls. Wetumpka, AL 36092

Dear Ms. Jarrett:

YOU ARE HEREBY NOTIFIED that in consequence of illegal activities committed on the premises now occupied by you, being 1554 Shady Trails, Wetumpka, Alabama 36092, your right to occupy as a tenant is hereby TERMINATED. You are hereby notified TO VACATE THE PREMISES WITHIN 10 DAYS of the date of receipt of this letter.

Dated this the 1st day of April, 2006.

Billy Warren Jarrett, Sr. and Joann Jarrett

BY: 
Lynn G. Towery, Esq.
Attorney for Billy Warren Jarrett, Sr. and Joann Jarrett

I hereby testify that I, Lynn G. Towery, Esq., as attorney for Billy Warren Jarrett, Sr. and Joann Jarrett have given notice to the above named Tenant by United States Postal Service Certified Mail, Return Receipt Requested, Restricted Delivery, postage pre-paid.

EXHIBIT
3B

ELMORE COUNTY BANK
P.O. BOX 727
WETUMPKA, AL. 36092

LENDER'S NAME AND ADDRESS
"You" means the Lender, its successors and assigns.

BILLY W. JARRETT
1642 SHADY TRAIL
WETUMPKA, AL. 36092

BORROWER'S NAME AND ADDRESS
"I" includes each Borrower above, jointly and severally.

Loan Number
Date June 21, 1996
Maturity Date July 1, 2003
Loan Amount \$ 15025.00
Renewal Of

TERMS FOLLOWING A ☐ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of:

FIFTEEN THOUSAND TWENTY FIVE AND 00/100 Dollars \$ 15025.00

plus interest from June 21, 1996 at the rate of 8.75 % per year until Maturity

ADDITIONAL FINANCE CHARGES - ☒ I agree to pay a refundable interest surcharge fee of \$ 25.00 ☐ I agree to pay a processing fee of \$ n.a.

The processing fee is ☐ refundable. ☐ nonrefundable. Fees will be ☐ paid in cash. ☐ paid pro rata over the term of the loan. ☒ withheld from the proceeds. (Fees withheld from the proceeds are included in the principal sum.)

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due:

Principal due:

(b) ☒ This note has 84 payments. The first payment will be in the amount of \$ 240.42 and will be due August 1, 1996

A payment of \$ 240.42 will be due on the 1st day of each Month thereafter

The final payment of the entire unpaid balance of principal and interest will be due July 1, 2003

☐ MINIMUM INTEREST CHARGE - I agree to pay a minimum interest charge of \$ n.a. if I pay this loan off before you have earned that much in interest.

☒ POST-MATURITY INTEREST - Interest will accrue at the rate of 8.75 % per year on the balance of this note not paid at maturity, including maturity acceleration.

☒ LATE CHARGE - I agree to pay a late charge on the portion of any payment made more than 10 days after it is due equal to 5% of the scheduled payment, but not less than \$.50 & not more than \$100.00.

INTEREST - Interest accrues on a ACTUAL 365 basis
THE PURPOSE OF THIS LOAN IS - INVESTMENT IN RENTAL HOUSE

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan ☐ is ☒ is not further secured.

(a) ☐ This loan is secured by

(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

This Property will be used for _____ purposes

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed.
8.80 %	\$ 5195.28	\$ 15000.00	\$ 20195.28	<input checked="" type="checkbox"/> YES - I want an itemization.
My Payment Schedule will be:				<input type="checkbox"/> NO - I do not want an itemization.
Number of Payments	Amount of Payments	When Payments Are Due		
84	\$ 240.42	Monthly beginning on August 1, 1996		
				"e" means an estimate.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life	n.a.	
Credit Disability	n.a.	
Joint Credit Life		

☐ do ☐ do not want credit life insurance.
☐ do ☐ do not want credit disability insurance.
☐ do ☐ do not want joint credit life insurance.
☐ do ☐ do not want _____ insurance.

X DOB

X DOB

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you or may provide it through an existing policy. If I get the insurance from or

through you I will pay \$ _____ for _____ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you or may provide it through an existing policy. If I get the

insurance from or through you I will pay \$ n.a. for _____ of coverage.

(Optional)

Signed _____ For Lender (SEAL)
Title _____

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY	\$ 15000.00
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$ n.a.
INTEREST SURCHARGE	\$ 25.00
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	\$ n.a.
to Public Officials	\$ n.a.
	\$ n.a.
	\$ n.a.
(less) PREPAID FINANCE CHARGE(S)	\$ 25.00

Amount Financed \$ 15000.00

(Add all items financed and subtract prepaid finance charges.)

Signatures and Seals: In witness whereof, I have signed my name and affixed my seal this 21st day of June 96. By doing so I agree to the terms of this note and security agreement (including those on page 2) and acknowledge receipt of at least one copy on today's date.

COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.
CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature Billy W. Jarrett (SEAL)
BILLY W. JARRETT

Signature _____

WWJ/BWW

EXHIBIT

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